



Booth Application & Contract Form for USA PAVILION AT SIAL MONTRÉAL March 28-30, 2007

The company, as described below, hereinafter referred to as "Exhibitor", applies for participation in the USDA-endorsed USA Pavilion at SIAL Montréal 2007 in Montréal, Canada organized by IMEX Management, Inc. hereinafter referred to as "Management".

Four Easy Steps To Apply

- 1 Complete and sign the Booth Application & Contract Form.
- 2 Read Completely the Terms & Conditions on the reverse side and initial.
- 3 Make deposit check payable to IMEX Management, Inc.
- 4 Send *original application* and check to IMEX Management, Inc.
Attn: Kelly Wheatley
4525 Park Road
Suite B-103
Charlotte, NC 28209 USA
704.365.0041
704.365.8426 fax
kellyw@imexmgt.com

Exhibitor Company



Street Address

City

State

Zip Code

Phone

Fax

If billing information is different from what you've listed above, please attach all information on a separate sheet.

Person Responsible for Exhibit Planning

email



Products to be exhibited including brand names

Exhibit Space Requested

All booths include the services & amenities specified in the USA Pavilion Exhibitor Registration File 2007.

Participation fees are based on an exchange rate of C\$1.00=US\$0.75. A variation in the exchange rate of $\pm 5\%$ or more on January 31, 2007, may result in a corresponding adjustment.

Early Booth Registration through Nov. 1, 2006

a total of _____ 100 sf booth(s) @ US \$4,495 = US\$ _____

Standard Booth Registration after Nov. 1, 2006

a total of _____ 100 sf booth(s) @ US \$4,995 = US\$ _____

Corner Premium Booth

_____ corners @ US \$1,000 = US\$ _____

Co-Exhibitor Booth _____ @ US \$500 .. = US\$ _____

Total = US\$ _____

Deposit Due w/ Application 50% of Total = US\$ _____

Payment Information: Please make checks payable to IMEX Management, Inc.
50% deposit due with Booth Application Form; 50% balance due December 31, 2006.

We, the undersigned exhibiting company, hereby apply and agree to comply by the Terms and Conditions printed on the reverse side of this application. Enclosed is our deposit check for US\$ _____, covering the exhibit space as indicated above. The person(s) signing this document expressly represents and warrants to Management that he or she is authorized by Exhibitor to bind it to the terms hereof. The undersigned acknowledges that he or she has read and accepts the terms as set forth on both sides of this Booth Application & Contract Form.

Signature

Title



Type or Print Name

Date

Terms & Conditions for USA PAVILION at SIAL MONTRÉAL 2007

Upon acceptance of your completed Booth Application and Contract Form and booth deposit, the following Terms & Conditions will be in effect and are subject to such additions or changes as may be made by IMEX Management, Inc. in the Exhibitor's Manual. Exhibitors will be promptly advised of any changes or additions. *Please keep a copy for your records.*

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1. **The Following Conditions** as well as rules and regulations laid down by the show organizers, are part of the Participation Agreement made through the signing of the "Booth Application and Contract Form" as though fully incorporated therein, and each participant, hereinafter referred to as Exhibitor, is bound by each and everyone thereof.
 2. **IMEX Management, Inc.**, hereinafter referred to as Management, undertakes within the framework of the offer submitted to carry out the project described in the USA Pavilion at SIAL Montréal 2007 Exhibitor Registration File, on the condition that the requisite number of Exhibitors apply.
 3. **Notice on Product Origin:** All firms exhibiting in the USA Pavilion at a USDA-endorsed show must promote and display a majority of products (greater than 51 percent by SKU count) that are of U.S. origin. A product is determined to be of U.S. origin if it is comprised of at least 51 percent U.S. origin content, by volume or by value, exclusive of added water.
 4. **Space Assignments:** Exhibit space assignments within the pavilion are made on a first-come, first-served basis. No assignment will be official until a completed application and the proper deposit has been received and accepted by Management. The location and layout of the USA Pavilion are subject to change at the sole discretion of the show organizers. The floor plan of the pavilion may also change to fit the total space demand. Space numbers printed in the Pavilion floorplan are for pavilion use only. Exhibit space numbers will be assigned to the Pavilion by the show organizers at a later date.
 5. **Exhibitor Agrees** to provide their own property and liability insurance, keep a fully equipped, manned booth in the USA Pavilion at all opening hours throughout the show, make payments for exhibit space and additional expenses as scheduled and not to reassign, grant or license the use of Exhibitor's space without written consent from Management.
 6. **Sharing of Booth:** Exhibitor agrees to share the assigned booth with no more than one other exhibitor. Management will authorize no more than two companies to be listed on the fascia board and will permit no more than two companies to be represented in the booth. An additional \$500 booth sharing fee will be charged to cover administrative charges.
 7. **Liability:** The Exhibitor agrees to indemnify and hold harmless the Management, the Show organizers, the Exhibition Hall Facility and City in which this exhibition is being held, and their Officers, Agents and Employees, against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind resulting from its occupancy of the space contracted herein for by reason of personal injuries, death, property damages, or any other cause sustained by any persons or others. The Management shall not be responsible for loss or damage to displays or goods belonging to Exhibitors whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb, threats or other causes. All such items are brought to the Exhibition and displayed at Exhibitor's own risk, and should be safeguarded at all times. The Exhibitor agrees that Management shall not be responsible in the event of any errors or omissions in the listings in the exhibition official directory and in any promotional material. Exhibitor agrees to indemnify Management against and hold it harmless for any claims and for all damages, costs and expenses, including, without limitation, attorneys' fees and amount paid in settlement, incurred in connection with such claims arising out of the acts or negligence of Exhibitor, his agents or Employees.
 8. **Payment Schedule:** A deposit of 50% of the total space cost is required with the submission of the application and the balance of 50% must be made by December 31, 2006. No exhibit space assignments will be made to companies who have not paid the proper deposit. Management has the right to replace any exhibitor who has not paid its space in full by December 31, 2006. The cancellation policy listed below will apply in that case.
 9. **Cancellations:** In the event the Exhibitor seeks to cancel all or part of this contract, Exhibitor may only do so by giving written notice by certified mail, return receipt requested. In such instance, Exhibitor will still be liable for one-half of the total exhibit fee so long as the written notice of cancellation is received by Management prior to December 31, 2006. If written cancellation notice (by certified mail, return receipt requested) is received by Management on or after December 31, 2006, Exhibitor shall pay a cancellation fee equal to the total exhibit fee. These cancellation fees are considered to be liquidated damages for the injuries Management will suffer as a result of Exhibitor's cancellation. The Exhibitor acknowledges that damages for breach of this contract are difficult to ascertain at the time of this contract's formation and moreover, Exhibitor acknowledges that the agreed upon liquidated damages are a reasonable forecast of compensatory damages in case of breach. The Exhibitor also acknowledges that its withdrawal from its reserved space at a time when other entities would be interested in occupying it will cause Management to sustain damages. In such situation, the Management's damages will be significant, but not precisely calculable. This provision for liquidated and agreed upon damages is not a penalty and therefore the provision for liquidated damages is valid. The date of cancellation should be the postmarked date on such correspondence.
 10. **Force Majeure:** In the event of fire, war, public calamity, force majeure or other reasons beyond Management's control preventing all that is indispensable to the staging of the USA Pavilion, Management may decide at any time to cancel all applications for Exhibit Space already filed while notifying the Exhibitors of this decision in writing. Whatever the reasons of such cancellation, the Exhibitors are not entitled to any compensation or indemnity. Funds remaining after payment of all costs will be distributed among Exhibitors proportionately to the amounts paid by them. It is here with expressly agreed that Exhibitors shall have no rights of preferring claims against Management on any grounds or for any reasons whatsoever.
- Initials:** _____
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